

AG Contract No KR96-0442TRN
ADOT ECS File No. JPA 95-44
Project No : SB040-A-501
TRACS No: H 6179 01C
Section: I-40 Business Route (Andy Devine)
Jct. US-93 to Michael Street

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN**

THIS AGREEMENT is entered into May 6th, 2002 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF KINGMAN, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City agree to transfer ownership and maintenance jurisdiction of I-40B. The State and the City executed a Letter of Intent dated 18 July 1995, a copy of which is attached hereto and made a part hereof, as Exhibit A, outlining improvements performed by the State as consideration for the transfer.

4. Incident to various state highway improvement projects in the past, the State has acquired Interstate 40B (I-40B), from Junction US-93 to Michael Street, which would more appropriately be within the ownership and maintenance jurisdiction of the City. In addition, the City and the State mutually agree it is in the best interest of the State to have the City proceed with drainage improvements required in the area of Route 66 from Michael Street to Detroit Avenue (anticipate completion by December 2002), and future improvements for Airway crossing of the railroad at the intersection of Route 66 and Airway.

5. The State and the City agree the State will transfer to the City, ownership jurisdiction and maintenance responsibilities of I-40B, from US-93 to Michael Street (MP 52 86 - MP 56 43) in the City, as shown on Exhibit B, upon approval and by Resolution of the State Transportation Board.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25252
Filed with the Secretary of State
Date Filed: 05/06/02
Debbie Gayles
Secretary of State

By: Andy D. Shoenewald

II. SCOPE OF WORK

1 The State has:

a Completed the pavement rehabilitation project on I-40B (Andy Devine) from US-93 to Michael Street (MP 52.86 to MP 56.43).

b Completed the enhancement within the existing State right-of-way on the South side of the roadway from approximately MP 52.86 to MP 55.82.

2 The State will:

a Upon execution of this agreement by the Secretary of State, and within 30 days after receipt and approval of an invoice, remit to the City an amount not to exceed \$240,000.00, for drainage improvements required in the area of Route 66 from Michael Street to Detroit Avenue and for future improvements of Airway crossing the railroad at the intersection of Route 66 and Airway.

b Perform a signal rehabilitation project for the signals at the intersections of Grandview, 8th Street, 4th Street and Stockton Hill Road on I-40B (Andy Devine)

c Remove the signal at the intersection of Route 66 and Tucker, during the above noted signal rehabilitation project. Provide to the City, the components removed from the Tucker signal, for future repairs of like equipment

d Design, build and perform construction administration for the placement of a pedestrian bridge, funded by an approved TEA-21 enhancement application, between Route 66 and the Powerhouse.

e On or before July 1, 2002, and upon approval and by resolution of the State Transportation Board, transfer ownership jurisdiction and maintenance responsibilities of I-40B, from US-93 to Michael Street (MP 52.86 - MP 56.43) in the City, as shown on Exhibit B.

3 The City will:

a Upon execution of this agreement by the Secretary of State, invoice the State in the amount not to exceed \$240,000.00, for drainage improvements required in the area of Route 66 from Michael Street to Detroit Avenue and for future improvements for the Airway crossing of the railroad at the intersection of Route 66 and Airway.

b Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

c Upon approval and by Resolution of the State Transportation Board, accept ownership jurisdiction and maintenance responsibilities of I-40B, from US-93 to Michael Street (MP 52.86 - MP 56.43) in the City, as shown on Exhibit B.

d Cause for the design and construction of the drainage improvements required in the area of Route 66 from Michael Street to Detroit Avenue (anticipate completion by December 2002), and for future improvement for the Airway, crossing the railroad at the intersection of Route 66 and Airway, using City's standards and provisions under the Procurement process. Be responsible for any contractor claims for extra compensation.

e Continue to be responsible for the electrical energy to operate the traffic signals on I-40B.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and transfer ownership; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the State's remittance of said payment and the transfer of ownership under this agreement, with thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF KINGMAN

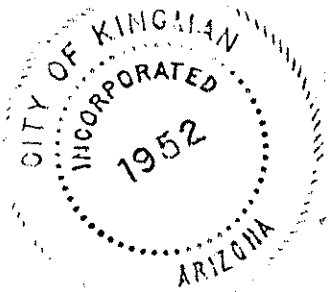
STATE OF ARIZONA
Department of Transportation

By 
LESTER BYRAM
Mayor

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST

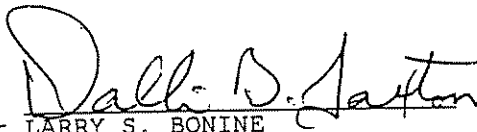
By 
CHARLENE WARE
City Clerk



RESOLUTION

BE IT RESOLVED on this 5th day of March 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the transfer of ownership and maintenance jurisdiction of I-40B from US-93 to Michael Street from the State to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for Maintenance for approval and execution.


for LARRY S. BONINE
Director

CITY OF KINGMAN, ARIZONA
RESOLUTION NO. 3725

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF
THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE
MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT
WITH THE AZ DEPARTMENT OF TRANSPORTATION RELATING
TO ACCEPTING TRANSFER TO THE CITY , THE OWNERSHIP
JURISDICTION AND MAINTENANCE RESPONSIBILITIES OF I-
40B, FROM US-93 TO MICHAEL ST [MP 52.86-MP56.43]**

WHEREAS, the State of Arizona is empowered by ARS §28-108 to enter into intergovernmental agreements with cities; and

WHEREAS, the City of Kingman is empowered by ARS §48-572 to enter into intergovernmental agreements; and

WHEREAS, the State of Arizona and the City of Kingman desire to transfer ownership and maintenance jurisdiction of a portion of Andy Devine, known as I-40B, from US-93 to Michael St [MP 52.86-MP 56-43}; and

WHEREAS, the City of Kingman and the State of Arizona propose to enter into an agreement with regard to funding and construction of certain projects leading up to the the proposed transfer.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Kingman are hereby authorized to execute the Intergovernmental Agreement between the State of Arizona and the City of Kingman, entitled

AG Contract No. KR96-0442TRN
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Beverly Avenue.

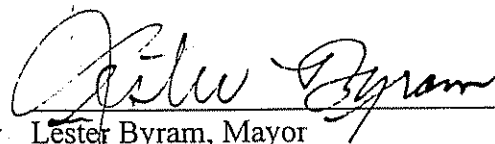
PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on April 15, 2002.

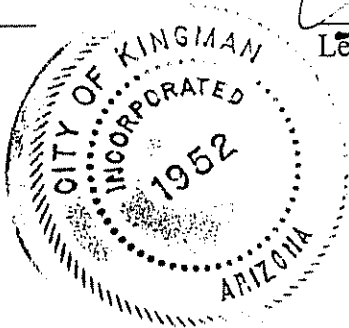
APPROVED:

ATTEST:



Charlene Ware, City Clerk


Lester Byram, Mayor





ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213



FIFE SYMINGTON
Governor

18 July 1995

THOMAS G. SCHMITT
State Engineer

LARRY S. BONINE
Director

Mr. Louis G. Sorensen, Manager
City of Kingman
310 North 4th Street
Kingman, AZ 86401

Dear Mr. Sorensen:

Incident to various state highway improvement projects in the past, the state has acquired several streets and parcels in Kingman which would more appropriately be within the ownership and maintenance jurisdiction of the city. To achieve that goal, we propose the following for your consideration and concurrence:

a. Detroit Avenue will be chip sealed during 1995, and Detroit Avenue and Stockton Hill Road (attachment 1), will be transferred to the City during 1995.

b. Sunrise Avenue (attachment 2), Western Avenue (attachment 3) and 1000 1f of Beverly Avenue East of Harrison will be seal coated and transferred to the City during 1995.

c. Beverly Avenue West of Harrison will be transferred to the City after the Stockton Hill Road traffic interchange has been improved, including a 2" AC overlay on Beverly west of Stockton Hill and a seal coat for Beverly between Stockton Hill Road and Harrison.

d. State Route I-40B (Andy Devine) from junction US-93 to Michael Street (MP 52.86 - MP 56.43) will, as a minimum, be milled and replaced with 2" AC pavement and be transferred to the City after 1998. Additional milling on Andy Devine will be provided at 1st Street to improve drainage across Andy Devine. After abandonment of I-40B, the State will maintain traffic signals on Andy Devine for an additional five years, in exchange for striping assistance from the City on state routes inside the city. The City will continue to be responsible for electrical energy for the signals.

Incident to the above, the city will waive the requirements of ARS 28-106. If this proposal meets with your approval, please indicate the concurrence of the City by signing in the space provided below.

Sincerely,

AUGUST V. HARDT
Deputy State Engineer

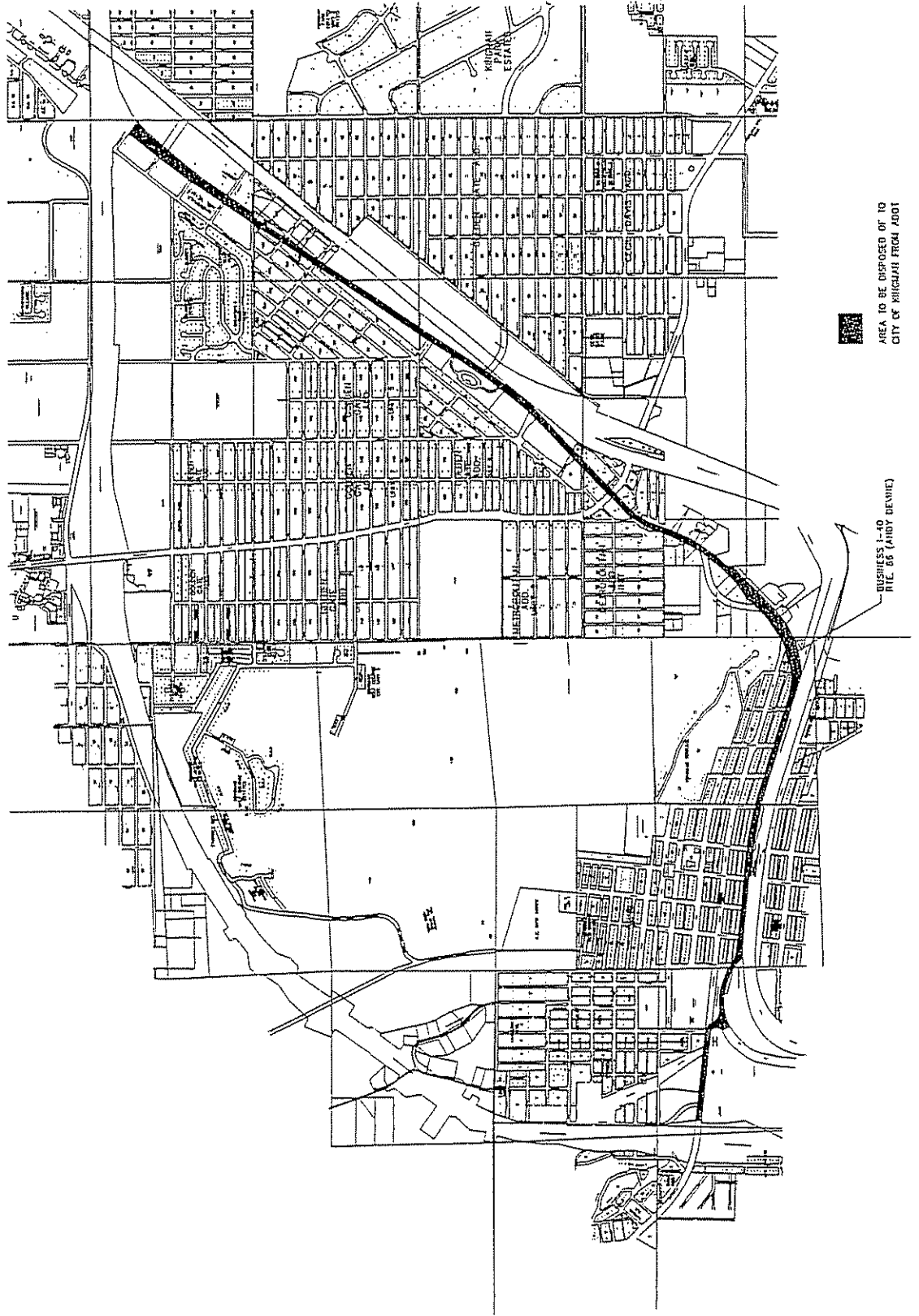
Concur for Kingman: *EB*

By *Louis G. Sorensen*

2 - August 1995
(date)

Exhibit A to JPA 95-44

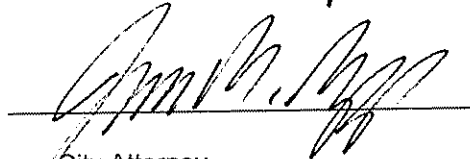
EXHIBIT B - attachment to ICA 95-44



APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the STATE OF ARIZONA, Department Of Transportation, through its INTERMODAL TRANSPORTATION DIVISION and the CITY OF KINGMAN, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 18th day of April, 2002.



City Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
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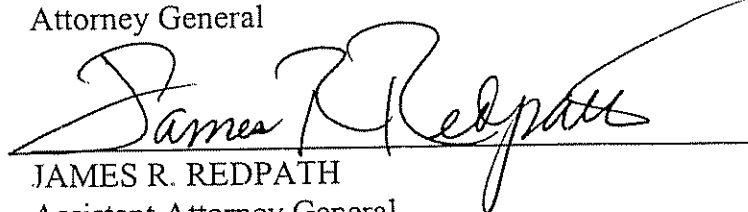
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-0442TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement

DATED April 26, 2002.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/737210

Enc.